

**UNITED STATES DISTRICT COURT  
DISTRICT OF MARYLAND  
GREENBELT DIVISION**

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Habibat Sulaimon,

Plaintiff,

v.

Williams, Rush & Associates LLC; and DOES  
1-10, inclusive,

Defendants.

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Civil Action No.: \_\_\_\_\_

**COMPLAINT**

For this Complaint, Plaintiff, Habibat Sulaimon, by undersigned counsel, states as follows:

**JURISDICTION**

1. This action arises out of Defendants' repeated violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, et seq. (the "FDCPA").
2. Supplemental jurisdiction exists pursuant to 28 U.S.C. § 1367.
3. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b), in that Defendants transact business in this District and a substantial portion of the acts giving rise to this action occurred in this District.

**PARTIES**

4. Plaintiff, Habibat Sulaimon ("Plaintiff"), is an adult individual residing in Hyattsville, Maryland, and is a "consumer" as the term is defined by 15 U.S.C. § 1692a(3).
5. Defendants, Williams, Rush & Associates LLC ("WR&A"), is a Texas business entity with an address of 4144 North Central Expressway #945, Dallas, Texas, 75204, operates as a collection agency, and is a "debt collector" as the term is defined by 15 U.S.C. § 1692a(6).
6. Does 1-10 (the "Collectors") are individual collectors employed by WR&A and

whose identities are currently unknown to Plaintiff. One or more of the Collectors may be joined as parties once their identities are disclosed through discovery.

7. WR&A at all times acted by and through one or more of the Collectors.

**ALLEGATIONS APPLICABLE TO ALL COUNTS**

**A. The Debt**

8. Plaintiff allegedly incurred a financial obligation (the “Debt”) to an original creditor (the “Creditor”).

9. The Debt arose from services provided by the Creditor, which were primarily for family, personal or household purposes, which meets the definition of a “debt” under 15 U.S.C. § 1692a(5).

10. The Debt was purchased, assigned or transferred to WR&A for collection, or WR&A was employed by the Creditor to collect the Debt.

11. Defendants attempted to collect the Debt and, as such, engaged in “communications” as defined in 15 U.S.C. § 1692a(2).

**B. WR&A Engages in Harassment and Abusive Tactics**

12. In August 2016, WR&A began calling Plaintiff in an attempt to collect the Debt.

13. On or about August 19, 2016, Plaintiff informed WR&A that she would seek assistance from an attorney in order to get WR&A to stop calling her. In response, WR&A told Plaintiff that unless she found an attorney willing pay her bill, they would be of no assistance.

14. On another occasion, WR&A warned Plaintiff that if she did not make a \$3,000.00 payment that afternoon, WR&A would begin garnishing her paychecks by up to 35%. WR&A had neither sued nor obtained judgment against Plaintiff and therefore did not have the ability to garnish Plaintiff’s wages at the time this statement was made.

15. In addition, to date WR&A has not initiated any legal action against Plaintiff

regarding the Debt as threatened.

**C. Plaintiff Suffered Actual Damages**

16. Plaintiff has suffered and continues to suffer actual damages as a result of Defendants' unlawful conduct.

17. As a direct consequence of Defendants' acts, practices and conduct, Plaintiff suffered and continues to suffer from humiliation, anger, fear, frustration and embarrassment.

**COUNT I**  
**VIOLATIONS OF THE FDCPA 15 U.S.C. § 1692, et seq.**

18. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

19. Defendants' conduct violated 15 U.S.C. § 1692d in that Defendants engaged in behavior the natural consequence of which was to harass, oppress, or abuse Plaintiff in connection with the collection of the Debt.

20. Defendants' conduct violated 15 U.S.C. § 1692e in that Defendants used false, deceptive and/or misleading representations or means in connection with collection of the Debt.

21. Defendants' conduct violated 15 U.S.C. § 1692e(2) in that Defendants misrepresented the legal status of the Debt.

22. Defendants' conduct violated 15 U.S.C. § 1692e(4) in that Defendants threatened Plaintiff with garnishment if the Debt was not paid.

23. Defendants' conduct violated 15 U.S.C. § 1692e(5) in that Defendants threatened to take legal action, without actually intending to do so.

24. Defendants' conduct violated 15 U.S.C. § 1692e(10) in that Defendants employed false and deceptive means to collect the Debt.

25. Defendants' conduct violated 15 U.S.C. § 1692f in that Defendants used unfair

and unconscionable means to collect the Debt.

26. The foregoing acts and omissions of Defendants constitute numerous and multiple violations of the FDCPA.

27. Plaintiff is entitled to damages as a result of Defendants' violations.

**COUNT II**  
**VIOLATIONS OF THE MARYLAND CONSUMER DEBT COLLECTION ACT**  
**MD. CODE COMM. LAW § 14-201, et seq.**

28. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

29. Defendants are each individually a "collector" as defined under MD. Code Comm. Law § 14-201(b).

30. The Debt is a "consumer transaction" as defined under MD. Code Comm. Law § 14-201(c).

31. Defendants repeatedly contacted Plaintiff with the intent to harass or abuse, in violation of MD. Code Comm. Law § 14-202(6).

32. Defendants attempted to claim and enforce a right which Defendants did not have a legal right to enforce or claim, in violation of MD. Code Comm. Law § 14-202(8).

33. Plaintiff is entitled to damages proximately caused by Defendants' violations.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff prays that judgment be entered against Defendants:

1. Actual damages pursuant to 15 U.S.C. § 1692k(a)(1);
2. Statutory damages of \$1,000.00 pursuant to 15 U.S.C. § 1692k(a)(2)(A);
3. Costs of litigation and reasonable attorney's fees pursuant to 15 U.S.C. § 1692k(a)(3);
4. Actual damages pursuant to MD. Code Comm. Law § 14-203;

5. Actual damages pursuant to MD. Ann. Code. Bus. Reg. § 7-401(b); and
6. Such other and further relief as may be just and proper.

**TRIAL BY JURY DEMANDED ON ALL COUNTS**

Dated: January 31, 2017

Respectfully submitted,

By /s/ Sergei Lemberg  
Sergei Lemberg, Esq.  
LEMBERG LAW, L.L.C.  
43 Danbury Road, 3rd Floor  
Wilton, CT 06897  
Telephone: (203) 653-2250  
Facsimile: (203) 653-3424  
ATTORNEYS FOR PLAINTIFF